

3-C018

~~STORAGE~~

Monmouth

13-25

AGREEMENT

BETWEEN

THE CITY OF LONG BRANCH, City of

and

NEW JERSEY STATE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

FNIBA, LOCAL No. 68

X JANUARY 1, 1982 - DECEMBER 31, 1983

TABLE OF CONTENTS

	<u>ARTICLE</u>	<u>PAGE</u>
	Preamble	A
I	Management Rights	1
II	Recognition	2
III	No Strike Pledge	3
IV	Employee Rights and Responsibilities	4
V	Authorized Salary Deductions	5
VI	Representation	6
VII	Salary Increases	7-7a
VIII	Overtime	8
IX	Holidays	8
X	Vacation Leave	9
XI	Sick Leave	10-11
XII	Injury Leave	12
XIII	Bereavement Leave	12
XIV	Jury Duty	12
XV	Uniform Allowance	13
XVI	Employee Insurance Program	14
XVII	Suspensions, Dismissals, Fines, Demotions and Promotions	15
XVIII	Longevity	16
XIX	Probationary Employees	16
XX	Seniority	17-18
XXI	Grievance Procedure	19-20-21
XXII	Outside Employment	22
XXIII	Apparatus	22
XXIV	Retirement Commemoration	23
XXV	Severability of Agreement	24
XXVI	Term and Renewal	25

PREAMBLE

THIS AGREEMENT is made and entered into on this day of September 9, 1982, by and between the City of Long Branch, a municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to as the "City" and New Jersey State Firemen's Mutual Benevolent Association, Local No. 68, hereinafter referred to as the "Association".

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the City and the Association and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law, and

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal laws and City Ordinances and regulations may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant, and

WHEREAS, the Mayor and the Chief Administrative Officer of the City of Long Branch have negotiated with the members of the Association with regard to this Agreement, and

WHEREAS, This Agreement has been approved by the City Council of the City of Long Branch pursuant to a resolution adopted on the 9th day of September, 1982.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authority duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only the the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers to the City shall be limited to the Statutes of New Jersey governing Public Employee Relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authorities, duties and responsibilities under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

ARTICLE II

RECOGNITION

Section 1.

The City hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time permanent employees of the City of Long Branch, New Jersey, who are members of the Association.

Unless otherwise indicated, the terms "employee" or "employees" when used in this agreement refers to all persons represented by the Association in the above defined negotiating unit.

## ARTICLE III

### NO STRIKE PLEDGE

#### Section 1.

It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall any employee representative or official of the Association authorize, assist, take part in or encourage any such strike, sitdown, slowdown, concerted failure to report for duty, work stoppage, or limitation upon production against the City. The Association shall not be held liable for unauthorized acts of its members provided the Association orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

#### Section 2.

The City reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

#### Section 3.

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

## ARTICLE IV

### EMPLOYEE RIGHTS

#### Section 1.

The City hereby agrees that every eligible employee shall have right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The City agrees that it shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws of 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership, participation, collective negotiations, grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment due to Association activities.

#### Section 2.

It is further agreed that the Association shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

## ARTICLE V

### AUTHORIZED SALARY DEDUCTIONS

The City, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

(a) Upon receipt of a duly signed authorization from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.

(b) The amount of monthly dues and initiation fees will be certified in writing by the Association and the amount shall be uniform for all members.

(c) No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.

(d) Dues deducted from employees pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

(e) A new dues deduction authorization card will automatically cancel any prior deduction authorization on file with the City.

(f) The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Association to the City.

(g) The City agrees to inform all newly hired employees, who are eligible to join the Association, that they may join the Association sixty (60) days thereafter.

## ARTICLE VI

### REPRESENTATION

#### Section 1.

Designated representatives of the Association may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter City facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of City government or normal duties of its employees.

#### Section 2.

The City agrees to provide reasonable bulletin board space for the posting of notices or information by the Association or its members.

## ARTICLE VII

### SALARY INCREASES

#### Section 1.

The City agrees to pay, according to classification, all employees represented by the Association as follows:

#### 1982

Probationary Firemen.....	\$ 13,728
Second Year Firemen.....	\$ 16,029
Third Year Firemen.....	\$ 17,575
Fourth Year Firemen.....	\$ 19,121
Firemen Maximum.....	\$ 20,952

#### Section 2.

Those salary rates reflected in Section 1 above represent a 7% increase for all rates in 1982.

#### Section 3.

Those employees eligible for step increases in 1982 shall receive such increases on their anniversary dates. The 7% increase for 1982 shall be retroactive to January 1, 1982, taking into account for adjustment purposes said anniversary dates.

#### Section 4.

All employees who are eligible for step increases for 1983 shall receive said increases effective January 1, 1983.

#### Section 5.

Firemen Maximum (for 1982) shall receive an 8% increase above their annual base salary rate for 1982 effective January 1, 1983.

#### Section 6.

It is understood that no step increases or adjustments in annual pay shall be granted in 1984 prior to ratification by both the City and the Association of a new agreement for the year 1984.

#### Section 7.

Employees shall be paid bi-weekly on every second Friday no later than one-half ( $\frac{1}{2}$ ) hour before the end of the regular working day.

Section 8.

The City agrees to enact ordinances to effectuate salary increases as set forth in Section 1. of this Article. Should any ordinance be enacted after the effective date as set forth herein, all increases will apply retroactively back to such effective date.

Section 9.

The basic work week shall be sixty (60) hours per week. The base work day shall be twenty-four (24) hours starting at 7:00 A.M. The sixty (60) hour week shall be averaged over a ten (10) week period. It is agreed that the subject of reduced hours and possible reassignment to provide for three (3) permanent men in a house will be brought up and discussed for the 1984 contract negotiations. Said discussion shall begin on or about July 1, 1983.

Section 10.

Those Firemen who are authorized to replace the Fire Captain in his absence shall be paid in addition to their regular salary Fifty (\$50.00) Dollars per week provided that said service was at least one week in duration.

## ARTICLE VIII

### OVERTIME

#### Section 1.

The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law.

#### Section 2.

Overtime opportunities will be distributed as equally and practically among employees in the same job classification, department and shift.

#### Section 3.

Overtime shall be paid at one and one-quarter (1½) times the employee's hourly rate calculated on a twenty-four (24) hour base work day. Overtime shall only apply, however, to those hours in excess of sixty (60) hours per week averaged over a ten (10) week period.

## ARTICLE IX

### HOLIDAYS

Employees shall receive in lieu of paid holidays, fourteen (14) days pay in lump sum on November 30 of each year. Should the Federal Government declare any additional holidays, such number shall be added to the fourteen (14) scheduled herein. Said holiday pay shall be based on an eight (8) hour day as if it were a forty (40) hour work week.

## ARTICLE X

### VACATION LEAVE

#### Section 1.

Employees shall be granted a vacation leave if earned each calendar year of employment without loss of pay. Vacation leave may be taken at any time in the year; however, the Chief Administrative Officer reserves the right to limit the number and frequency of vacation leaves during the months of June, July and August. Vacation leave shall be earned in the following manner:

First Year	One (1) Day for each month employment
Two to Three Yrs.	Twelve (12) Days (Equivalent of 9 Scheduled Days)
Four to Twelve Yrs.	Fifteen (15) Days (Equivalent of 12 Scheduled Days)
Thirteen to Eighteen Yrs.	Twenty (20) Days (Equivalent of 15 Scheduled Days)
Nineteen Years or more	Twenty-Five (25) Days (Equivalent of 20 Scheduled Days)

#### Section 2.

Permanent part-time employees shall earn vacation leave on a proportion basis applied to the above schedule.

#### Section 3.

Vacation leave must be taken during the current calendar year at such time as permitted unless the City determines otherwise because of pressure of work. Any unused vacation leave may be carried forward into the next succeeding calendar year only.

#### Section 4.

Anything hereinbefore to the contrary notwithstanding, the Chief Administrative Officer shall determine and approve the dates and times of vacation leave to be taken by employees. Whenever possible, vacation leave shall be based on a seniority basis.

## ARTICLE XI

### SICK LEAVE

#### Section 1.

Within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of services from the date of the employee's regular appointment up to and including the first calendar year.

#### Section 2.

After the first year of employment, each employee shall receive fifteen (15) days of sick leave with pay for each year of employment thereafter.

#### Section 3.

Sick leave not taken shall accumulate to employee's credit from year to year, and such employee shall be entitled to such accumulative sick leave with pay if and when needed.

#### Section 4.

Eligibility for sick leave compensation will only be applied to those days upon which the applying employee would be regularly scheduled to work and shall not exceed two and one-half (2½) working days per week. A working day is understood to mean a twenty-four (24) hour duty tour.

#### Section 5.

When an employee retires for reasons of physical disability, age, or length of service, such employee shall be entitled to twenty-five (25%) percent of his accumulative sick days' pay not exceeding Three Thousand (\$3,000.00) Dollars in total. The retiring employee shall, if possible, advise the Chief Administrative Officer of the employee's intention to retire by November 1st of the year prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the employee's P.E.R.S. retirement form. This section shall pertain only

to employees who terminate for reasons set forth as of the effective date of this Agreement or thereafter.

Section 6.

The New Jersey Civil Service Statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

Section 7.

Each sick day as indicated in Sections 1 and 2 above shall be calculated on a twelve (12) hour day basis. Sick leave will be deducted on actual hours taken. All credited accumulated sick days prior to January 1, 1983 shall be calculated on a twenty-four (24) hour basis.

Section 8.

In the event extended sick leave is required by an employee one of the "Day-Off Men" will be assigned to cover the position, as soon as practicable. If the "Day-Off Man" is to be assigned for more than six (6) weeks at this position then a "Temporary Man" will be hired or a "Volunteer Fireman" employed by the City and qualified will be assigned to fill the position. It is understood that the "Day-Off Man" shall not be used cumulatively for more than twenty (20) calendar weeks per year. In the event he is used for more than 20 calendar weeks overtime will be paid for those employees required to work extra hours from that point on. It is also understood that the "Temporary Man" may be paid at a rate lower than a Probationary Firefighter. Said rate shall be determined by the City.

## ARTICLE XII

### INJURY LEAVE

Whenever an employee is incapacitated from duty because of a physical injury sustained in the performance of duty, the said employee shall, as soon as practicable, after such injury has occurred, file a Worker's Compensation Petition. Any leave recognized as a worker's compensation claim shall not be recorded as sick leave. It is understood that such worker's compensation leave shall not exceed one calendar year unless such extension is approved by the City.

## ARTICLE XIII

### BEREAVEMENT LEAVE

The City shall grant to each employee a maximum of three (3) days leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Chief Administrative Officer. It is understood that this three (3) day leave shall not exceed six (6) calendar days.

The immediate family is defined as: Mother, Father, Mother-In-Law, Father-In-Law, Husband, Wife, Son, Daughter, Brother, Sister, Grandparents or Grandchildren, or any relative residing in the employee's household.

## ARTICLE XIV

### JURY DUTY

Any employee summoned to Jury Duty or as a witness in behalf of the City shall receive full pay at the regular rate less Court compensation received while absent from regularly scheduled tours of duty. Ample prior notice and proper evidence must be presented to the Chief Administrative Officer prior to any payment for such service.

## ARTICLE XV

### UNIFORM ALLOWANCE

#### Section 1.

Effective January 1, 1982, the replacement uniform allowance for each employee shall be Three Hundred (\$300.00) Dollars per year. Effective January 1, 1983, the replacement uniform allowance for each employee shall be Three Hundred Seventy-Five (\$375.00) Dollars per year. Such allowance shall be based on a full contract year of employment and shall include the replacement of rubber goods.

#### Section 2.

The initial uniform costs, together with any change or addition to the initial uniform shall be paid by the City.

#### Section 3.

The source, application and manner of payment of such allowances authorized herein shall be determined by the Chief Administrative Officer.

## ARTICLE XVI

### EMPLOYEE INSURANCE PROGRAMS

#### Section 1.

It is mutually understood and agreed that the City presently has in force Blue Cross, Blue Shield, Major Medical Insurance and Rider J. Insurance coverage for all employees covered by this Agreement, and the same will be continued in full force and effect.

#### Section 2.

The City shall secure and maintain accident and liability insurance for all its employees, to provide defense for all actions brought against an employee by a third party as a result of City employment and operating of City equipment.

#### Section 3.

The City shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement.

#### Section 4.

The City shall continue to provide \$5,000.00 Life Insurance for each employee, who shall have the sole right to name the Beneficiary.

#### Section 5.

(a) The Dental Insurance Program in effect July 1, 1981 shall continue in effect for the duration of this contract.

(b) The Dental Insurance Program will be financed entirely by City funds and shall be an "open" panel policy.

## ARTICLE XVII

### SUSPENSIONS, DISMISALS, FINES, DEMOTIONS AND PROMOTIONS

#### Section 1.

New Jersey Civil Service Provisions shall apply as to suspensions, dismissals, fines, demotions, promotion and all other disciplinary action except as legally altered or amended by the terms of this Agreement.

#### Section 2.

It is agreed that no clause in this Agreement shall imply any lowering of the working conditions heretofore existing in any division of the City.

## ARTICLE XVIII

### LONGEVITY

#### Section 1.

All employees shall receive an added increment of Three Hundred (\$300.00) Dollars after five (5) years of full employment and an additional increment of Three Hundred (\$300.00) Dollars for each additional five (5) years of full time employment.

#### Section 2.

Increments of longevity payments shall not be included in computations for payments of overtime.

## ARTICLE XIX

### PROBATIONARY EMPLOYEES

#### Section 1.

New employees shall remain probationary until after the completion of twelve (12) months of employment from the date of hire. Upon completion of said period, such employees shall enjoy seniority status from the date of hire.

#### Section 2.

Discharge or disciplinary action of probationary employees shall be governed by the provisions of Civil Service Statutes.

## ARTICLE XX

### SENIORITY AND FORCE REDUCTION

#### Section 1.

Newly hired permanent employees shall be considered to be on a trial basis for a period of One (1) Year from the date of attaining permanent status and all seniority and permanent employee security shall conform to and comply with the applicable statutes and regulations of the New Jersey Department of Civil Service. Such employees may, during their trial periods, be terminated at any time during said period without recourse whatsoever.

#### Section 2.

Upon completion of the probationary period, such employee's seniority shall be effective as of the original date of employment.

#### Section 3.

Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

#### Section 4.

In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of employee's ability, fitness and seniority and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Department before hiring new employees, provided employees are available with the necessary qualifications and ability and passing grade to fill the vacancy. Any dispute arising under this section to be subject to the grievance procedure.

#### Section 5.

One (1) steward shall have during the respective periods in such capacity, top seniority, except for promotion purposes, and after his periods of service, he shall have a normal seniority status with respect to layoff and recall.

Section 6.

An employee shall lose all seniority rights for any one or more of the following reasons:

- a. Voluntary resignations.
- b. Discharge for just cause.
- c. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

Section 7.

Notice of all job vacancies shall be posted on all bulletinboards within the department. Said notice shall include the wage range.

Section 8.

The Employer, upon recalling, shall do so in the inverse of layoff. He shall recall the last employee laid off, providing however, that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

Section 9.

An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is the higher.

Section 10.

Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

## ARTICLE XXI

### GRIEVANCE PROCEDURE

#### Section 1. General.

It is recognized that a complaint may arise between the City and the Association, or between the City or any one or more employees concerning the meaning of application, of, or compliance with, any section of this Agreement. The City and the Association earnestly desire that such complaints or grievances shall not be interruptive and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints which may arise will be kept as informal as may be appropriate, is outlined hereinafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

#### Section 2. Procedure to be Followed.

The Association and the City agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided in Civil Service Regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement all employees shall carry out their assignments as directed by the City and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the direction of the City, subject to the provisions of Civil Service Regulations. A grievance shall be settled in the following manner:

##### Step One.

The aggrieved shall institute action within forty-eight (48) hours after the event giving rise to the grievance has occurred

and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure of the Association or the employee to act, except for good cause, within the said forty-eight (48) hours shall be deemed to constitute an abandonment of the grievance.

Step Two.

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within three (3) calendar days after the response at the first step. The Chief Administrative Office shall set a meeting within three (3) working days after the request or for such other time as it is mutually agreeable. Said second step meeting shall be between the Chief Administrative Officer and the Association representative, if requested by the grievant. The Chief Admininistrative Officer's response to the second step shall be delivered to the Association within five (5) calendar days after the meeting.

Step Three.

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it shall be submitted to the New Jersey Civil Service Commission, provided such grievance falls within Title II of Civil Service Statutes. If the grievance is one governed by Civil Service Statutes other than that covered by Title II, it shall be taken to binding arbitration in the following manner:

Within five (5) days after the completion of Step Two (2), the individual grievant, the Association or the City may request the New Jersey Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding on all parties. Costs of the arbitration shall be borne by the City and the Association equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

City Grievances.

Grievances initiated by the City shall be filed directly with the Association within five (5) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within five (5) calendar days after the filing of grievance between the Chief Administrative Officer and the Association Representative in an effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the manner prescribed herein.

## ARTICLE XXII

### OUTSIDE EMPLOYMENT

It is understood that full time employees shall consider their City positions as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties for the City of Long Branch. Employees seeking any outside employment activity must first receive permission of the Director of Public Safety before accepting same.

Every employee planning to be engaged in outside employment shall first submit, in writing, the name or names of his prospective outside employer to his commanding officer who will then transmit the information to the Director of Public Safety.

It is agreed that the City may exercise the right to control working hours, working period, and outside employment as related to the Fair Labor Standards Act notwithstanding the conditions of this Agreement.

## ARTICLE XXIII

### APPARATUS

#### Section 1.

The following apparatus shall be manned for twenty-four (24) hours a day, seven (7) days a week, with one employee to each apparatus:

Independent Engine  
Independent Aerial  
Oceanic Engine  
Oliver Byron Engine  
West End Engine  
Elberon Engine

#### Section 2.

The work force shall consist of at least twenty-one (21) employees. There shall be one (1) supervisor, twelve (12) permanent house Employees, two (2) vacation employees, six (6) day off and sick day employees.

ARTICLE XXIV

RETIREMENT COMMEMORATION

The City agrees to provide a retirement badge for any employee who retires for reasons of physical disability, age or length of employment as an expression of appreciation for community service.

## ARTICLE XXV

### SEVERABILITY OF THE AGREEMENT

#### Section 1.

In the event that any part of this Agreement is found to be illegal by any court or law or by any Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this agreement. For this purpose, the provisions of this agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

#### Section 2.

Similarly, a Legislative Act or Governmental Regulation or Order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

#### Section 3.

Nothing herein shall be construed to deny any employee his rights under R.S. VI (Civil Service).

ARTICLE XXVI

TERM AND RENEWAL

Section 1.

This Agreement shall be in full force and effect as of January 1, 1982 and shall remain in effect to and including December 31, 1983, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

Section 2.

The said notification shall be sent to the City and Association or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City of Long Branch, Monmouth County, New Jersey, on this 24<sup>th</sup> day of September, 1982.

Attest: Jeanne C. Lee Yozes  
City Clerk

THE CITY OF LONG BRANCH, N. J.

By Philip J. Nelson  
Mayor

Attest: John M. Doherty  
Ass'n Delegate

NEW JERSEY STATE FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION, LOCAL No. 68

BY John M. Doherty  
President

MEMORANDUM OF UNDERSTANDING

OUTSIDE RECREATIONAL ACTIVITIES

It is the intent of the New Jersey State Firemen's Mutual Benevolent Association, Local No. 68, and the City of Long Branch, that both parties recognize that there is no right to a claim for a loss of wages, salary and other benefits under the Contract as a result of any injuries sustained in outside recreational activities such as softball, basketball, etc.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City of Long Branch, Monmouth County New Jersey, on this 24<sup>th</sup> day of September , 1982.

THE CITY OF LONG BRANCH, N. J.

Attest: Jannie C. LeSoglio  
City Clerk

Philip D. Huhn  
Philip D. Huhn, Mayor

NEW JERSEY STATE FIREMEN'S MUTUAL  
BENEVOLENT ASSOCIATION, LOCAL NO. 68

Attest: John M. DiPietro  
Ass'n Delegate

John R. Gracey  
President

Dated: 9-24-82